SERFF Tracking #: AMMA-131486135 State Tracking #:

Company Tracking #: AMICA-DC-AF-18-2

State: District of Columbia Filing Company: Amica Mutual Insurance Company

**TOI/Sub-TOI:** 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

## Filing at a Glance

Company: Amica Mutual Insurance Company
Product Name: Amendment of Policy Provisions

State: District of Columbia
TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

Date Submitted: 05/03/2018

SERFF Tr Num: AMMA-131486135 SERFF Status: Closed-APPROVED

State Tr Num:

State Status:

Co Tr Num: AMICA-DC-AF-18-2

Effective Date 11/01/2018

Requested (New):

Effective Date 11/01/2018

Requested (Renewal):

Author(s): Sonny Tanakhone, Maryann Martini, Stephen Curtis, Robyn Daniels, Tamra Pedro, Meagan

Brennan

Reviewer(s): Carmen Belen (primary)

Disposition Date: 05/03/2018
Disposition Status: APPROVED
Effective Date (New): 11/01/2018
Effective Date (Renewal): 11/01/2018

SERFF Tracking #: AMMA-131486135 State Tracking #:

Company Tracking #: AMICA-DC-AF-18-2

State: District of Columbia Filing Company: Amica Mutual Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

## **General Information**

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 05/03/2018

State Status Changed: Deemer Date:

Created By: Robyn Daniels Submitted By: Robyn Daniels

Corresponding Filing Tracking Number:

## Filing Description:

We hereby submit our Amendment of Personal Auto Policy Provisions for your approval. This form will replace AM 00 28 07 13 which was approved by your department on January 29, 2014 under SERFF tracking no. AMMA-129384837. We have added the definition of "Personal Vehicle Sharing Program" to the revised endorsement.

Amendment of Personal Auto Policy Provisions AM 00 28 11 18

## **Company and Contact**

## **Filing Contact Information**

Sarah Grosnick, Assistant Vice President sgrosnick@amica.com

P.O. Box 800-652-6422 [Phone] 22512 [Ext]

6008 401-334-6518 [FAX]

Providence, RI 02940

## **Filing Company Information**

Amica Mutual Insurance Company CoCode: 19976 State of Domicile: Rhode

P.O. Box 6008 Group Code: 28 Island

Providence, RI 02940 Group Name: Amica Mutual Company Type: (800) 652-6422 ext. [Phone] FEIN Number: 05-0348344 State ID Number:

# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filing Company: Amica Mutual Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

# **Correspondence Summary**

**Dispositions** 

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/03/2018	05/03/2018

State: District of Columbia Filing Company: Amica Mutual Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

# **Disposition**

Disposition Date: 05/03/2018 Effective Date (New): 11/01/2018 Effective Date (Renewal): 11/01/2018

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Side by Side Comparison	APPROVED	Yes
Form	Amendment of Personal Auto Policy Provisions	APPROVED	Yes

State: District of Columbia Filing Company: Amica Mutual Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

## Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Type	Action	Data		Score	Attachments
1	APPROVED 05/03/2018	Amendment of Personal Auto Policy Provisions	AM 00 28	11 18	END	Replaced	Previous Filing Number:	AMMA- 129384837	50.040	AM00281118.pdf
							Replaced Form Number:	AM 00 28 07 13		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

AM 00 28 11 18

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **DEFINITIONS**

The following are added to the **Definitions** Section as follows:

"You" and "your" also refers to:

- 1. Parties who have entered into a civil union recognized under the law of any state who are residents of the same household; or
- 2. Parties who are domestic partners who are residents of the same household.

"Personal Vehicle Sharing Program" means a system or process, operated by a business, organization, network, group, or individual, that facilitates the sharing of private passenger motor vehicles for use by individuals or other entities for non-commercial use. Personal Vehicle Sharing Program does not include a transportation network platform.

#### **PART A - LIABILITY COVERAGE**

#### SUPPLEMENTARY PAYMENTS

Paragraphs 1. and 4. are replaced by the following:

In addition to our limit of liability, we will pay on behalf of an insured:

- 1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
- 4. Loss of earnings, but not other income, because of attendance at hearings or trials at our request.

#### **EXCLUSIONS**

The following exclusion is added to PART A - LIABILITY COVERAGE

We do not provide coverage for:

fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

## PART C - UNINSURED MOTORISTS COVERAGE

With respect to any form of Uninsured Motorists Coverage, Underinsured Motorists Coverage, Uninsured/Underinsured Motorists Coverage and/or Property Damage Uninsured Motorists Coverage afforded under this policy, the following exclusion replaces any exclusion that pertains to punitive or exemplary damages, wherever found in the policy or its endorsements:

We do not provide coverage for:

fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

## PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added to the **INSURING AGREEMENT**:

We will pay under Other Than Collision Coverage for the cost of repairing the damaged windshield on **your covered auto** without a deductible. We will pay only if the damage is repairable without completely replacing the windshield and if the Declarations indicates that Other Than Collision Coverage applies.

AM 00 28 11 18 Page 1 of 2

AM 00 28 11 18

We will pay under Other Than Collision Coverage for the cost of repairing or replacing a deployed airbag on your covered auto without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

We will pay for lock replacement on **your covered auto** without a deductible if your keys are lost or stolen. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

The following replaces Paragraph B. under the LIMIT OF LIABILITY:

- **B.** An adjustment for depreciation and physical condition will be made in determining actual cost value in the event of a total loss. However, if **your covered auto**:
  - 1. Is a new vehicle, not previously titled under the motor vehicle laws of any state; and
  - 2. A total loss occurs within 365 days of your original purchase;

we will not adjust the total loss for depreciation or normal wear and tear in determining actual cash value.

The following coverage is added:

#### PET PROTECTION

## A. Insuring Agreement

In addition, we will pay, without application of a deductible, a maximum of \$500 for reasonable veterinary services and funeral expenses incurred for any one **pet** because of injury or death:

- 1. Caused as a result of an auto loss; and
- 2. Sustained when the pet is occupying your covered auto.

#### **B.** Definitions

"Pet" as used in this Pet Protection coverage means:

A dog or cat owned by you or a family member.

"Auto Loss" as used in this Pet Protection coverage means:

An accidental loss involving your covered auto caused by:

- 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

## C. Limit of Liability

Our total liability under this coverage for injury and death resulting from any one **auto loss** shall not exceed \$1,000 regardless of the number of **pets** involved in the loss.

## D. Business Exclusion

We will not pay for veterinary services and/or funeral expenses for a **pet** that is used in or is part of a **business**. A **pet** that is used in or is part of a **business** is a **pet** that earns money or other compensation for its owner.

All other provisions of this policy apply.

AM 00 28 11 18 Page 2 of 2

State: District of Columbia Filing Company: Amica Mutual Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

**Product Name:** Amendment of Policy Provisions

Project Name/Number: /

# **Supporting Document Schedules**

Satisfied - Item:	Readability Certificate
Comments:	Readability score is 50.04.
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/03/2018
Damas and House	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/03/2018
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/03/2018
Satisfied - Item:	Side by Side Comparison
Comments:	
Attachment(s):	AM00280713 - Bracketed.pdf AM00281118 - Underlined.pdf
Item Status:	APPROVED
Status Date:	05/03/2018

AM 00 28 07 13

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

## **DEFINITIONS**

The following is added to the **Definitions** Section as follows:

"You" and "your" also refers to:

- 1. Parties who have entered into a civil union recognized under the law of any state who are residents of the same household; or
- 2. Parties who are domestic partners who are residents of the same household.

#### **PART A - LIABILITY COVERAGE**

#### SUPPLEMENTARY PAYMENTS

Paragraphs 1. and 4. are replaced by the following:

In addition to our limit of liability, we will pay on behalf of an insured:

- 1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
- 4. Loss of earnings, but not other income, because of attendance at hearings or trials at our request.

## **EXCLUSIONS**

The following exclusion is added to PART A - LIABILITY COVERAGE

We do not provide coverage for:

fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

#### PART C - UNINSURED MOTORISTS COVERAGE

With respect to any form of Uninsured Motorists Coverage, Underinsured Motorists Coverage, Uninsured/Underinsured Motorists Coverage and/or Property Damage Uninsured Motorists Coverage afforded under this policy, the following exclusion replaces any exclusion that pertains to punitive or exemplary damages, wherever found in the policy or its endorsements:

We do not provide coverage for:

fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

## PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added to the **INSURING AGREEMENT**:

We will pay under Other Than Collision Coverage for the cost of repairing the damaged windshield on **your covered auto** without a deductible. We will pay only if the damage is repairable without completely replacing the windshield and if the Declarations indicates that Other Than Collision Coverage applies.

We will pay under Other Than Collision Coverage for the cost of repairing or replacing a deployed airbag on **your covered auto** without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

We will pay for lock replacement on **your covered auto** without a deductible if your keys are lost or stolen. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

AM 00 28 07 13

The following replaces Paragraph B. under the LIMIT OF LIABILITY:

- **B.** An adjustment for depreciation and physical condition will be made in determining actual cost value in the event of a total loss. However, if **your covered auto**:
  - 1. Is a new vehicle, not previously titled under the motor vehicle laws of any state; and
  - 2. A total loss occurs within 365 days of your original purchase;

we will not adjust the total loss for depreciation or normal wear and tear in determining actual cash value.

The following coverage is added:

## PET PROTECTION

## A. Insuring Agreement

In addition, we will pay, without application of a deductible, a maximum of \$500 for reasonable veterinary services and funeral expenses incurred for any one **pet** because of injury or death:

- Caused as a result of an auto loss; and
- 2. Sustained when the pet is occupying your covered auto.

#### **B.** Definitions

"Pet" as used in this Pet Protection coverage means:

A dog or cat owned by you or a family member.

"Auto Loss" as used in this Pet Protection coverage means:

An accidental loss involving your covered auto caused by:

- 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

#### C. Limit of Liability

Our total liability under this coverage for injury and death resulting from any one **auto loss** shall not exceed \$1,000 regardless of the number of **pets** involved in the loss.

#### D. Business Exclusion

We will not pay for veterinary services and/or funeral expenses for a **pet** that is used in or is part of a **business**. A **pet** that is used in or is part of a **business** is a **pet** that earns money or other compensation for its owner.

All other provisions of this policy apply.

AM 00 28 11 18

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **DEFINITIONS**

The following are added to the **Definitions** Section as follows:

"You" and "your" also refers to:

- 1. Parties who have entered into a civil union recognized under the law of any state who are residents of the same household; or
- 2. Parties who are domestic partners who are residents of the same household.

"Personal Vehicle Sharing Program" means a system or process, operated by a business, organization, network, group, or individual, that facilitates the sharing of private passenger motor vehicles for use by individuals or other entities for non-commercial use. Personal Vehicle Sharing Program does not include a transportation network platform.

#### **PART A - LIABILITY COVERAGE**

## **SUPPLEMENTARY PAYMENTS**

Paragraphs 1. and 4. are replaced by the following:

In addition to our limit of liability, we will pay on behalf of an insured:

- 1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
- 4. Loss of earnings, but not other income, because of attendance at hearings or trials at our request.

#### **EXCLUSIONS**

The following exclusion is added to PART A - LIABILITY COVERAGE

We do not provide coverage for:

fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

## PART C - UNINSURED MOTORISTS COVERAGE

With respect to any form of Uninsured Motorists Coverage, Underinsured Motorists Coverage, Uninsured/Underinsured Motorists Coverage and/or Property Damage Uninsured Motorists Coverage afforded under this policy, the following exclusion replaces any exclusion that pertains to punitive or exemplary damages, wherever found in the policy or its endorsements:

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AM 00 28 11 18

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We will pay for lock replacement on **your covered auto** without a deductible if your keys are lost or stolen. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

The following replaces Paragraph B. under the LIMIT OF LIABILITY:

- **B.** An adjustment for depreciation and physical condition will be made in determining actual cost value in the event of a total loss. However, if **your covered auto**:
  - 1. Is a new vehicle, not previously titled under the motor vehicle laws of any state; and
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## PET PROTECTION

## A. Insuring Agreement

In addition, we will pay, without application of a deductible, a maximum of \$500 for reasonable veterinary services and funeral expenses incurred for any one **pet** because of injury or death:

- 1. Caused as a result of an auto loss; and
- 2. Sustained when the pet is occupying your covered auto.

#### **B.** Definitions

"Pet" as used in this Pet Protection coverage means:

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"Auto Loss" as used in this Pet Protection coverage means:

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- 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

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## D. Business Exclusion

We will not pay for veterinary services and/or funeral expenses for a **pet** that is used in or is part of a **business**. A **pet** that is used in or is part of a **business** is a **pet** that earns money or other compensation for its owner.

All other provisions of this policy apply.

AM 00 28 11 18 Page 2 of 2